

KANSAS DEPARTMENT OF AGRICULTURE

SUBJECT: **Infant-at-Work Program**

EFFECTIVE DATE: April 1, 2004

APPROVED: _____
Adrian J. Polansky, Secretary of Agriculture

PROGRAM GUIDELINES

A. Eligibility

1. Parents. Kansas Department of Agriculture full-time permanent employees who are new mothers, fathers, or legal guardians are eligible to participate in the program whether custody of the infant is by birth to the employee, adoption, or legal guardianship. Grandparents, brothers/sisters, aunts/uncles and other family members are excluded unless they are the legal guardian.
2. Infants. Infants of Kansas Department of Agriculture full-time employees are eligible for the first 45-180 days of the infants' life. Requests for the infant to enter the program before 45 days will require a doctor's approval. The program is designed to accommodate an individual parent's participation with a single infant. Multiple births will be evaluated on a case-by-case basis.
3. Evaluation. Each parent shall evaluate their position and duties to determine if their daily responsibilities meet the guidelines set forth by this policy.
4. Approval. Final approval of the Individual Care Plan and eligibility will be made by the Secretary's Office upon initial approval from the employee's supervisor and program manager.

B. Location in the Workplace

1. Work Station. The new infant shall be located primarily at the parent's workstation during the workday. Each parent shall make his or her workstation suitable for the new infant. Each parent will provide the necessary furniture and equipment suitable for the infant's needs. Furniture and equipment shall not extend beyond the employee's work station.
2. Sitting Room. In the event an infant becomes fussy, the parent shall take the infant to a designated sitting room until the infant becomes quieter. Refer to Attachment A for available sitting rooms.

3. Home. In the event an infant becomes sick, or is fussy for a prolonged period of time, causing a distraction in the workplace or preventing the parent from accomplishing work, the parent will take the infant home or to a backup day care provider and will use accumulated leave for any resulting absences from work. In the event the health of the child is uncertain, the decision of the employee's supervisor shall be final and binding.
4. A sick infant shall not be brought to work. The Center for Disease Control's Recommendation for Inclusion or Exclusion of children from out-of-home child care settings are attached hereto as Attachment B and are hereby adopted by the Kansas Department of Agriculture as a means for determining whether an infant is sick. And, as stated in section 3, any question related to the health of the child shall be decided by the employee's supervisor. Their decision shall be final and binding.
5. Nursing mothers will not feed their infants or change the infants' diapers in view of the public or coworkers. Restrooms or the sitting room should be used for these situations.

C. Alternative Care Provider

1. Each parent shall designate two alternative care providers in the workplace. The alternative care providers will be employees in the same division in close proximity who voluntarily agree to care for the infant in the event the parent is unavailable due to attendance at a meeting, participating in a telephone conference call, or a similar work responsibility. The alternative care provider may not simultaneously participate in the program as a parent bringing his or her infant to work and as an alternative care provider for another parent's child. The alternative care provider shall seek and secure permission from their supervisor before participating in the program
2. Each alternative care provider must acknowledge that he or she has agreed to serve in that role by signing an Alternative Care Provider Agreement setting forth the alternative care provider's duties and responsibilities. An Alternative Care Provider Agreement form is attached hereto as Attachment C.
3. If a parent is unable to care for the infant due to attendance at a meeting, participation in a telephone conference call or a similar work responsibility, the parent will notify an alternative care provider and place the infant in the provider's care temporarily.
4. If the parent is going to be unavailable for a period exceeding 1.5 hours within a 4-hour period, the parent shall make arrangements for the infant's care outside the Department. The parent is responsible for their schedule and an alternative care provider in the workplace shall not be required to care for an infant for a period

exceeding 1.5 hours within a 4-hour period. There may be times that meetings take longer than expected or unscheduled last-minute meetings are necessary. If a parent consistently has unexpected scheduling issues, they may become ineligible for the program.

D. Individual Care Plan

1. Each participating parent must complete and sign an Individual Care Plan setting forth an individualized care plan for the infant, which must be submitted to the parent's division director for review and approval. The Individual Care Plan shall include 1) days and times the infant will be present in the workplace; 2) names and schedules of the parent's alternative care providers; 3) date the parent will begin the Program; 4) tentative date the parent will end the Program; 5) Emergency Contacts; and 6) a Program Agreement/Consent and Waiver form (Attachment E). An Individual Care Plan form is attached hereto as Attachment D.
2. Upon approval of an Individual Care Plan by the parent's supervisor and division director, the plan shall be submitted to the Secretary of Agriculture for final approval. Upon receiving final approval, the parent may bring the infant to the workplace on the beginning date stated in the Individual Care Plan.
3. The parent and his or her program manager shall meet to discuss and resolve any complaints made regarding the infant's presence in the workplace. Subject to approval of the revised Individual Care Plan by the Human Resources Office, the Individual Care Plan may be modified by agreement of the parent and the program manager as needed.

E. Complaints

1. Any complaints regarding a Program participant shall be made in writing, signed by the person(s) making the complaint, and submitted to the parent's program manager.
2. Any properly submitted complaint shall be reviewed by the program manager and discussed with the person(s) making the complaint. The program manager shall provide a copy of the complaint to the parent and discuss it with the parent, determining how to resolve the complaint.
3. If the parent is required to take action to resolve the complaint, the parent shall modify his or her Individual Care Plan to include the steps to be taken to resolve the complaint. The modified Individual Care Plan shall be resubmitted for approval.

F. Grievance Procedures

1. Any complaints regarding a Program participant that cannot be resolved shall be referred to the Infant-at-Work Committee (“the Committee”). The Committee (an internal standing committee) will convene, as necessary, for the purpose of 1) reviewing Program procedures; 2) making Program recommendations; or 3) investigating a formal complaint.
2. The Committee shall review the complaint and interview the person(s) making the complaint, the parent and the parent’s division director. The Committee shall take any additional steps needed to complete a thorough investigation of the complaint.
3. Upon completion of the investigation, the Committee shall make a formal written recommendation to the Secretary of Agriculture. The Committee’s recommendation will be decided by a simple majority vote of all members of the Committee.

The recommendation options shall be to: 1) terminate the parent’s Program eligibility, thus requiring the parent to remove the infant from the workplace; 2) modify the parent’s Individual Care Plan to resolve the complaint; or 3) find no basis for the complaint.

4. The Secretary of Agriculture shall review the recommendation and, with the Human Resource Director, make a final ruling on the complaint. If the final ruling differs from the Committee’s formal written recommendation, the ruling shall be made in writing and will supersede the Infants at Work Committee ruling.
5. There is no right to further review or appeal the final ruling.

G. Termination of Eligibility

1. A parent’s eligibility to participate in the Program will be terminated when:
 - a. The infant becomes 180 days old;
 - b. The parent is no longer employed in a full-time position with the Kansas Department of Agriculture; or
 - c. A final ruling is made pursuant to the Grievance Procedures, set forth in Section F., terminating the eligibility of a parent.
2. If the parent’s eligibility is terminated pursuant to Section G., 1., c., the parent shall be notified in writing of the final ruling by the Director of Human Resources and the parent shall remove the infant from the workplace within seven days from receiving such notice.

3. The Kansas Department of Agriculture reserves the right to terminate a participant's eligibility, with or without cause, or to cancel or retire the program in part or in its entirety, with or without cause, requiring the parent to remove his or her infant from the workplace immediately.

KDA Infants-at-Work Program- Attachment A

Sitting Room Location

1. Mills Building-1st Floor- Restrooms or Conference Room if available.
2. Mills Building 2nd Floor- Restrooms or Conference Room if available.
3. Mills Building 3rd Floor- Conference Rooms or vacant office
4. Mills Building 4th Floor- Rooms 419 or 420 or restrooms
5. Statistics Building- Restrooms or Conference Room if available
6. Wrights and Measures- Conference Room or restrooms

Each sitting room should have a lock on the door and a means to cover any windows in the door or room. A chair should be available in each room.

KDA Infants-at-Work Program- Attachment B

Recommendations for Inclusion or Exclusion [From the Center for Disease Control (CDC)]

Mild illness is very common among children, and most children should not be excluded from their usual source of care for common respiratory and gastrointestinal illness of mild severity. Infectious disease prevention and control strategies are often influenced by the fact that asymptomatically infected persons can transmit certain infectious microorganisms to others. Parents of children in childcare and adult child caregivers should be educated as to the infectious disease risks of childcare. Following common sense hygienic practices can reduce much illness risk.

Exclusion of children from out-of-home childcare settings has been recommended for illnesses known to be transmitted among, by, and to children when exclusion of the child or adult has a potential for reducing the likelihood of secondary cases. Exclusion has also been recommended in cases of serious illness for which a hypothetical risk of transmission exists, but for which data at present is insufficient to quantitate the risk. In many situations, the expertise of the program's medical consultant and the responsible local and state public health authorities are helpful in determining the benefits and risks of excluding children from their usual care program.

Child and caregiver-specific exclusion policies reflect the present state of knowledge. Children need not be excluded for a minor illness unless any of the following exists:

- The illness prevents the child from participating comfortably in program activities.
- The illness results in a greater care need than the childcare staff can provide without compromising the health and safety of the other children.
- The child has any of the following conditions: fever, unusual lethargy, irritability, persistent crying, difficult breathing, or other signs of possible severe illness.
- Diarrhea (defined as an increased number of stools compared with the child's normal pattern, with increased stool water and/or decreased form) that is not contained by diapers or toilet use.
- Vomiting two or more times in the previous 24 hours, unless the vomiting is determined to be due to a non-communicable condition and the child is not in danger of dehydration.
- Mouth sores associated with an inability of the child to control his/her saliva, unless the child's physician or local health department authority states that the child is noninfectious.
- Rash with fever or behavior change, until a physician has determined the illness not to be a communicable disease.
- Purulent conjunctivitis (defined as pink or red conjunctiva with white or yellow eye discharge, often with matted eyelids after sleep and eye pain or redness of the eyelids or skin surrounding the eye), until examined by a physician and approved for readmission, with or without treatment.

- Tuberculosis, until the child's physician or local health department authority states that the child is noninfectious.
- Impetigo, until 24 hours after treatment has been initiated.
- Streptococcal pharyngitis, until 24 hours after treatment has been initiated and until the child has been afebrile for 24 hours.
- Head lice (pediculosis), until the morning after the first treatment.
- Scabies, until after treatment has been completed.
- Varicella, until the sixth day after the onset of rash or sooner if all lesions have dried and crusted.
- Pertussis (which is confirmed by laboratory or suspected based on symptoms of the illness or because of cough onset within 14 days of having face-to-face contact with a person in a household or classroom who has a laboratory-confirmed case of pertussis), until 5 days of appropriate antibiotic therapy (currently: erythromycin) has been completed (total course of treatment is 14 days).
- Mumps, until 9 days after onset of parotid gland swelling.
- Hepatitis A virus infection, until one week after onset of illness and jaundice, if present, has disappeared or until passive immunoprophylaxis (immune serum globulin) has been administered to appropriate children and staff in the program, as directed by the responsible health department.

Certain conditions do not constitute a prior reason for excluding a child from childcare unless the child would be excluded by the above criteria or the disease is determined by a health authority to contribute to transmission of the illness at the program. These conditions include the following: a symptomatic excretion of an enteropathogen; nonpurulent conjunctivitis (defined as pink conjunctiva with a clear, watery eye discharge and without fever, eye pain, or eyelid redness); rash without fever and without behavior change; cytomegalovirus infection; hepatitis B virus carrier state; and HIV infection.

KDA Infants-at-Work Program- Attachment C

Alternate Care Provider Agreement

As an alternative care provider, I understand and agree to the following:

1. When necessary, I will provide care for _____
when _____ *Infant* is unavailable.
Parent
(Provider care not to exceed 1.5 hours in a 4-hour period.)
2. I will move to _____'s workstation
or the infant will be brought to my workstation, whichever is most convenient.
Parent
3. If the infant becomes "fussy" under my care, I will take the infant to the designated sitting room.
4. I understand my alternative provider care does not relieve me of my responsibilities as an employee of the Kansas Department of Agriculture.
5. I understand there is another designated alternative care provider with these same duties who I may contact if I require assistance.
6. I will be notified by _____ if there
is any change in the alternative care providers under this Agreement.
Parent
7. No persons will be responsible for the infant except for _____,
_____, and the undersigned.
Parent
Other Alternative Care Provider
8. I will not release the infant under my care to any individual other than
_____, or _____.
Parent *Other Alternative Care Provider*

9. If at any time I no longer agree to serve as an alternative care provider for _____, I shall give two (2) weeks notice to _____.

Infant

Parent

I hereby agree to serve as an Alternative Care Provider as described above. I hereby acknowledge and affirm that I have read and understand the terms and conditions of the Infant-at-Work Program Guidelines, the Individual Care Plan and this Alternative Care Provider Agreement.

Alternative Care Provider's Signature

Date

Alternative Care Provider Supervisor Signature

Date

Individual Care Plan

Date Infant Enters Program: _____ Date Infant Exits Program: _____

○ Monday _____

○ Tuesday _____

○ Wednesday _____

○ Thursday _____

○ Friday _____

Include any specific plan information or requirements in the space below: *(optional)*

[illegible]

Alternative Care Providers

The following persons have agreed to be alternative care providers, responsible for providing care for my infant in the workplace, when I become temporarily unavailable to provide care.

Alternative provider care is not to exceed 1.5 hours in a 4-hour period. If you are on a flextime schedule, your alternative care providers should be available to accommodate your schedule.

1. Alternative Care Provider Name: _____
Division: _____
Schedule: _____
Work Telephone: _____ Home Telephone: _____

2. Alternative Care Provider Name: _____
Division: _____
Schedule: _____
Work Telephone: _____ Home Telephone: _____

Emergency Contact

1. Emergency Contact: _____
Relationship: _____
Address: _____
Daytime Telephone: _____ ext. _____
Evening Telephone: _____ ext. _____
Cellular Telephone: _____

2. Emergency Contact: _____
Relationship: _____
Address: _____
Daytime Telephone: _____ ext. _____
Evening Telephone: _____ ext. _____
Cellular Telephone: _____

I have discussed this Individual Care Plan with my program manager. I understand I am permitted to bring my infant to the workplace upon final approval of this Plan by the Secretary of Agriculture. If my plan changes, I agree to complete and submit a new plan for consideration.

Submitted by:

Employee's Signature

Date

Approved by:

Approved: Program Manager

Date

Approved: Adrian J. Polansky
Secretary of Agriculture

Date

KDA Infants-at-Work Program- Attachment E
Program Agreement/Consent and Waiver

PROGRAM AGREEMENT

By signing this Infant-at-Work Program Agreement, I hereby acknowledge and affirm that I have read and understand the terms and conditions of the Infant-at-Work Program Guidelines. I understand and agree to comply with the terms and conditions set forth in the Infant-at-Work Program Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions, or otherwise fail to meet any Program criteria, whether or not such criteria are set forth in the Infant-at-Work Program Guidelines, my Program eligibility may be terminated, requiring me to remove my infant from the workplace.

I acknowledge the Kansas Department of Agriculture is offering participation in the Infant-at-Work Program as a courtesy to full-time employees of the Kansas Department of Agriculture who are new mothers or fathers, and not as an employee benefit.

Accordingly, I acknowledge the Department reserves the right to terminate a participant's eligibility, with or without cause, or to cancel or retire the Infant-at-Work Program in part or in its entirety, with or without cause, requiring me to remove my infant from the workplace.

Parent's Signature

Date

CONSENT AND WAIVER

By signing this Infant-at-Work Consent and Waiver, I hereby consent to the release of the Kansas Department of Agriculture, and any employee and agents thereof, from any and

all liability arising from any harm or injury that occurs to my infant while in the workplace, as a result of my participating in the Infant-at-Work Program and hereby waive any rights I accrue as a result thereof.

Parent's Signature

Date